

1 ETHAN D. KIRSCHNER, State Bar No. 235556
ethan@kirschner-law.com
2 **KIRSCHNER LAW, PC**
9696 Culver Blvd., Ste. 301
3 Culver City, CA 90232
Telephone: (213) 935-0250
4 Facsimile: (213) 986-3106

5 *Attorney for Plaintiff*
RODOLFO ALAMILLO d/b/a PACIFIC LIGHT

6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10 RODOLFO ALAMILLO d/b/a
11 PACIFIC LIGHT,

12 Plaintiff,

13 v.

14 UNISHIPPERS GLOBAL
LOGISTICS, LLC, a Delaware limited
15 liability company; TFORCE FREIGHT,
INC., a Virginia corporation; and DOES
16 1-20, inclusive,

17 Defendants.

Case No.:

**COMPLAINT FOR DAMAGES
PURSUANT TO THE CARMACK
AMENDMENT, 49 U.S.C. § 14706**

JURY TRIAL DEMANDED

1 Defendants.

2 6. Plaintiff is informed and believes and based thereon alleges that each
3 Defendant acted in all respects pertinent to this action as the agent of the other
4 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
5 hereto, and the acts of each Defendant are legally attributable to the other Defendants.

6 **JURISDICTION AND VENUE**

7 7. The Court has subject matter jurisdiction over the claims in this
8 Complaint pursuant to 49 U.S.C. § 14706(d) and 28 U.S.C. § 1331.

9 8. The Court has jurisdiction over the parties pursuant to California Code of
10 Civil Procedure § 410 and based upon the parties' constitutionally adequate minimum
11 contacts with California.

12 9. Venue is properly laid in California pursuant to 49 U.S.C. § 14706(d) as,
13 upon information and belief, California is a state through which Defendants, and each
14 of them, operate.

15 **FACTUAL BACKGROUND**

16 10. For thirty years, Plaintiff's business has manufactured glass products for
17 interstate sales. Plaintiff's principal place of business is in Bell, California.

18 11. On or about August 20, 2021, Plaintiff contacted Unishippers and made
19 arrangements to have two pallets of glass pipes shipped from Bell, California to its
20 customer Yellow Bird Wholesale in Portland, Oregon.

21 12. Plaintiff is informed and believes and thereon alleges that Unishippers is a
22 common carrier subject to the jurisdiction of the Interstate Commerce Commission.

23 13. Plaintiff is informed and believes and thereon alleges that Unishippers is a
24 motor carrier pursuant and subject to 49 U.S.C. § 14706(a)(1).

25 14. Unishippers issued a Bill of Lading for the shipment, dated August 20,
26 2021, BOL No. LAC1063425.

27 15. Plaintiff is informed and believes and thereon alleges that the pallets were
28 loaded on a trailer hauled by a truck owned and operated by Unishippers, in Bell,

1 California or in a truck owned and operated by a third party, at Unishippers' direction.

2 16. At the time the pallets were loaded on the trailer hauled by a truck owned
3 and operated by Unishippers, the pallets, and their contents, were new and in perfect
4 condition.

5 17. Plaintiff is informed and believes and thereon alleges that Unishippers
6 failed to take appropriate protective measures for the pallet shipment to prevent
7 damage.

8 18. Plaintiff is informed and believes that Plaintiff's pallets were delivered by
9 TForce in Portland, Oregon.

10 19. Plaintiff is informed and believes and thereon alleges that TForce is a
11 common carrier subject to the jurisdiction of the Interstate Commerce Commission.

12 20. Plaintiff is informed and believes and thereon alleges that TForce is a
13 motor carrier pursuant and subject to 49 U.S.C. § 14706(a)(1).

14 21. Upon delivery, TForce's delivery employee noted "12 boxes damaged" on
15 the "Consignee Memo" presented to the delivery recipient and to Plaintiff. TForce's
16 employee initialed the notation and signed the "Consignee Memo."

17 22. The twelve damaged boxes constituted an entire pallet of the two-pallet
18 load.

19 23. All of Plaintiff's products inside the twelve damaged boxes were broken,
20 rendered worthless and unfit to use or resell.

21 24. Plaintiff is informed and believes and thereon alleges that TForce failed to
22 take appropriate protective measures for the pallet shipment to prevent damage.

23 25. As a result of Defendants' actions, Plaintiff's property was injured and
24 damaged.

25 26. Following Defendants' actions, Plaintiff incurred costs and expenses
26 associated with the catastrophic shipment, including costs and expenses for evaluating
27 the condition of the products and for filing multiple claims with Defendants which
28 were rejected for no rational reason and in violation of Defendants' stated policies and

1 practices.

2
3 **FIRST CAUSE OF ACTION**

4 **Damages Pursuant to the Carmack Amendment – Against All Defendants**
5 **(49 U.S.C. § 14706 *et seq.*)**

6 27. Plaintiff re-alleges each and every preceding paragraph of this Complaint
7 as though fully set forth herein.

8 28. As common carriers subject to the jurisdiction of the Interstate Commerce
9 Commission, Defendants, and each of them, are subject to the provisions of the
10 Carmack Amendment, 49 U.S.C. § 14706.

11 29. Unishippers's actions as alleged herein, including the issuance of a Bill of
12 Lading to Plaintiff, qualify it as a receiving carrier or a delivering carrier.

13 30. TForce's actions as alleged herein qualify it as a receiving carrier or a
14 delivering carrier.

15 31. Upon pickup by Unishippers and/or TForce, Plaintiff's property was in
16 new and excellent condition.

17 32. Upon dropoff by Unishippers and/or TForce, Plaintiff's property was
18 damaged.

19 33. All totaled, Plaintiff sustained approximately \$50,000 in damages as a
20 result of the destruction of its property caused by Defendants.

21 34. Under the Carmack Amendment, Defendants are liable to Plaintiff for
22 actual loss or injury to Plaintiff's property.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff prays judgment and the following specific relief
25 against Defendants, and each of them, as follows:

26 1. Judgment in its favor with regard to all causes of actions in this
27 Complaint;

28 2. An award of damages under the Carmack Amendment or under the

- 1 common law according to proof;
- 2 3. For interest, as allowed by law;
- 3 4. Plaintiff's costs; and
- 4 5. For such other and further relief as the Court deems just and proper.
- 5

6 Respectfully submitted,

7 DATED: June 3, 2022

8 KIRSCHNER LAW, PC

9 /s/ Ethan D. Kirschner
10 ETHAN D. KIRSCHNER
11 Attorney for Plaintiff
12 RODOLFO ALAMILLO
13 D/B/A PACIFIC LIGHT

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a trial by jury.

16 DATED: June 3, 2022

17 KIRSCHNER LAW, PC

18 /s/ Ethan D. Kirschner
19 ETHAN D. KIRSCHNER
20 Attorney for Plaintiff
21 RODOLFO ALAMILLO
22 D/B/A PACIFIC LIGHT